

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
GULFPORT DIVISION**

In re:

Case No.: 25-50541-KMS

Trudie Dykes Eubanks,

Chapter: 13

Debtor.

**OBJECTION OF EXETER FINANCE LLC TO  
CONFIRMATION OF DEBTOR'S CHAPTER 13 PLAN**

EXETER FINANCE LLC ("Movant"), a secured creditor herein, by and through its undersigned attorney, files its objection to confirmation of the proposed plan and states as follows:

1. On April 14, 2025, Trudie Dykes Eubanks (the "Debtor") filed a voluntary petition for relief under Chapter 13 of the United States Bankruptcy Code (the "Petition Date").

2. This Court has jurisdiction of the parties and the subject matter pursuant to 28 U.S.C. §§157, 1334 and 11 U.S.C. § 1324.

3. On March 18, 2025, the Debtor executed and delivered that certain Retail Installment Sale Contract (the "Note"), which was assigned to MOVANT, for the purchase of 2025 Nissan Rogue bearing Vehicle Identification Number 5N1BT3BB2SC833683 (the "Collateral"). A true and correct copy of the Note is attached hereto as **Exhibit "A."**

4. In order to secure its purchase money security interest evidenced by the Note, Movant recorded its lien by notating the Title (the "Title"), a true and correct copy of which is attached hereto as **Exhibit "B."**

5. On June 3, 2025, the Debtor filed a Modified Chapter 13 Plan (Dkt. 22) (the "Plan").

6. Movant has a secured 910 claim in the amount of \$37,912.77, filed in this matter as Claim 7-1 (“MOVANT’S CLAIM”).

7. The Plan calls to properly value Movant’s 910 claim, with the claim amount listed in MOVANT’s Proof Claim controlling over any contrary amount listed in Debtor’s Plan, but fails to provide for the proper treatment of Movant’s Claim based on the fact that the Plan does not provide adequate assurance of lien retention as to the Collateral.

8. The Plan has not been accepted by Movant pursuant to 11 U.S.C. § 1325(a)(5)(A).

9. Movant demands that the Plan be amended to include the following language: “Exeter Finance, LLC’s lien shall be retained until the earlier of the payment of the underlying debt determined under nonbankruptcy law or discharge under 1328.”

WHEREFORE, Movant requests this Court to deny confirmation of the Plan and for such further relief as this Court deems appropriate.

Dated this 16th day of June, 2025.

/s/ Christopher D. Meyer  
Christopher D. Meyer, Esq. (MSB 103467)  
*Attorney for Exeter Finance LLC*

OF COUNSEL:  
BURR & FORMAN LLP  
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**CERTIFICATE OF SERVICE**

HEREBY CERTIFY that a copy of the foregoing has been served on this 16th day of June, 2025, either by electronic transmission or by United States first class mail postage prepaid to the following:

**Debtor:**

Trudie Dykes Eubanks  
2516 Hwy 15  
Beaumont, MS 39423

**Counsel for the Debtor:**

Thomas Carl Rollins, Jr  
The Rollins Law Firm, PLLC  
PO BOX 13767  
Jackson, MS 39236

**Trustee:**

David Rawlings  
Chapter 13 Trustee  
P.O. Box 566  
Hattiesburg, MS 39403

**U.S. Trustee:**

U. S. Trustee  
501 East Court Street, Suite 6-430  
Jackson, MS 39201

/s/ Christopher D. Meyer

OF COUNSEL